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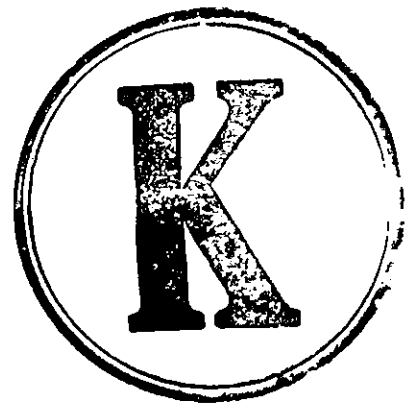

High Leg/57-I
Legal Department
E Branch.

Agreements and Sanads
under the Land Acquisition
Act 1894

(A & E)

Agn Leg/57-I

116-E

SANAD

To

The Chairman,
Basaweshwar Vidya Vardhak Sangh
Bagalkot.

Whereas by an agreement dated the 16th day of December 1949 and expressed to be made between Basaweshwar Vidya Vardhak Sangh, a ~~Sangh~~ Society registered under the Societies Registration Act, 1860(XXI of 1860) having its registered office at Bagalkot (hereinafter called "The Sangh" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assignees of the one part and Governor of Bombay (herein after called "The Government" which expression shall unless excluded by or repugnant to the context be deemed to include his successors and assignees) of the other part, in consideration of the Sangh having undertaken to use the parcel of land more particularly described hereto annexed (herein after referred to as "the said land") for the purposes of Hostel and Play ground the Govt. agreed to acquire the said land under the provisions of the Land Acquisition Act 1894(herein after called " the said Act) and whereas in pursuance of the said agreement the Govt. have acquired the said land and the Sangh has paid to the Govt. the cost of acquisition of the said land and whereas possession of the said land has been delivered and transferred to the Sangh.

And whereas the said land has been

vested.....

vested in the Sangh subject to the provisions of the Bombay Land Revenue Code 1879(herein after called "the said Code") and the Rules framed thereunder from time to time.

Now, therefore, it is hereby declared that the said land is vested in the Sangh and is held by the Sangh as its property to be used for the purposes of Hostel and play ground subject nevertheless to the payment by the Sangh of agricultural or non-agricultural or other assessment as the case may be to which the said land may be liable under the provisions of the said Code and the Rules made thereunder and the Local Fund Cess as the case may be on the following terms and conditions.

1. The Sangh shall pay to the Govt. the entire cost as determined by Govt. of the acquisition of the said land including all compensations, damages, costs, charges and other expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition either in the original or appellate courts and including the costs on account of any establishment and salary of any other officer or officers of the Govt. whom the Govt. may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on account of total amount of compensation awarded as prescribed by the Govt. Resolutions, Revenue Dept. No. [illegible]/24, dated the 6th March 1925 and 24th Novem[illegible] 1925 or any other Resolutions which may be issued by the Govt. hereinafter in supersession.....

ssion or modification of the said Resolutions. The monies which shall be payable by the Sangh under this clause shall be paid by it by the initial deposit which the Collector of Bijapur (herein after called " the Collector") of the sum of Rupees one thousand and eight hundred and seventy five (Rs.187/-) within seven days of the execution of this agreement and thereafter by payment to the Collector within 14 days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges of expenses herein before referred to.

2. On payment of the entire cost of the acquisition of the said land as herein above referred to, the whole of the said land shall, as soon as conveniently may be transferred to the Sangh at the cost in every respect of the Sangh so as to vest the Sangh subject to the provision of the Bombay Land Revenue Code, 1879(herein after called " the said Code and the Rules made thereunder and subject to the terms ~~and~~ on which the land shall be held by the Sangh.

3. The said land when so transferred to and vested in the Sangh shall be held by the Sangh as its property to be used only in furtherance of and for the purposes for which it is acquired, subject nevertheless to the payment of

the....

the agricultural, non-agricultural or other assessment if and so far as the said land is or from time to time be liable to assessment under the provisions of the said code and the rules made thereunder and the Local Fund Cess as the case may be.

4. The sangh shall :-

(i) not use the said land for any purpose other than that for which it is acquired.

(ii) undertake the work of construction of the building or buildings required for the hostels, within one year from the date on which possession of the land is handed over to the Sangh and complete the same within three years from the aforesaid date.

(iii) at all times, keep and maintain the said land and building or buildings erected thereon in good order and conditions to the satisfaction of the Collector.

(iii-a) at its own cost provide and continue to provide on the said land such markets roads, parks and other amenities as the Govt. may by general or special order prescribe and carry out all the directions which the Govt. may from time to time issue with respect to such markets roads, parks and other amenities including the directions as regards the maintenance or sue thereof or entry therein.

(iv) manage the said Sangh in accordance with the rules framed under Indian Societies Registration Act ~~XXI of~~ 1860.

(v) maintain all records of the Sangh property ans supply to the Govt. punctually such information as may from time to time

be....

be required by Government.

(vi) not use the said land or any buildin, that may be or cted upon it for any purpose which in the opinion of the Govt. is objectionable.

5. The Sangh shall from time to time and all times permit the Govt. or Officer or officers authorised by the Govt. in that behalf to inspect the said land whether in the course of construction or otherwise and shall furnish to the Govt. from time to time on demand correct statements of the money expended by the Sangh in construction of the said works of the Sangh upon the said land.

6. In case the said land is not used for the purpose for which it is acquired as hereinafter recited or is used for any other purpose or in case the Sangh Commits a breach of any of the condition thereof the said land shall be liable to resumption by the Govt. subject however to the condition that the amount spent by the Sangh for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less(But excluding the cost or value of any improvement made by this Sangh to the said land or any structure stand: on the said land) shall be paid as compensation to the Sangh.

Provided that the said land and the buildings, if any, erected thereon shal not be so resumed, unless due notice of the breach complained of, has be given to the Sangh, and the Sangh

failed to make good the brach or to comply with any directions issued by the Govt. in this behalf, within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by the Govt. or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Sangh shall accept as final decision of the Govt.), the Sangh on being thereunto required by the Govt. in writing shall transfer to the Govt. shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer the Govt. shall pay to the Sangh a sum equal to the amount of the compensation awarded under the said Act and paid by the Sangh in respect of the land so transferred including the percentage awarded under sec. 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Bijapur Division, whose decision in the matter shall include the value at the date or transfer of any structure standing thereon, and when part of a building is on the land so transferred, and part is on an adjoining land , reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Sangh.

S C H E D U L E.

District- Bijapur Taluka Bagalkot.

Village.....

Village Bagalkot. T.P.No.24A

Approximate area of the land required

A.G.
1-23

This Sanad is executed on behalf of the Governor of Bombay by the Collector of Bijapur this .....day of .....1951.

Seal of the Collector.

Collector of Bijapur.

DD/32/5/

Legal Department.

The draft Sanad as amended is in order.

Solicitor to Government.

U.R. to R.D. No. 8980 , dated the 7th June 1951.

BM.
4.6.

7/6

1 C

Submitted after mine

File in Agr Lag/57

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Art Sols
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Ag. N. Lag: 57
N: 9/64